

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Offer", late proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: Precision Graphics
Company Mailing Address: 1715 W 4th St
City: Tempe State: AZ Zip: 85281
Contact Person: Julie Breazeale Title: Owner
Phone No.: 480 967 7015 FAX: 480 921 9011 E-mail: julie@azprecisiongraphics.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 07288291-F or

Arizona Use Tax No.: _____

Federal I.D. No.: 86 0486 121

City & State Where Sales Tax is Paid: Tempe, AZ

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: 23015

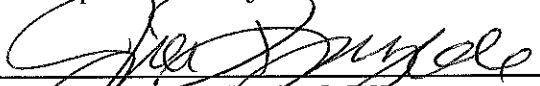
THIS PROPOSAL IS OFFERED BY

Name of Authorized individual (TYPE OR PRINT IN INK) Julie Breazeale

Title of Authorized Individual (TYPE OF PRINT IN INK) Owner

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-391.06 and 35-393.06, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with proposal offer will be considered nonresponsive and rejected.


Signature of Authorized Offeror

2/1/10
Date

Form 201-B (RFP)
(H:/RFP 3-2008)

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, form no. 201-B(RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such proposal constitutes an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal opening. Those received within ten (10) days of proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal offer or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date shall result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's proposal offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposals shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended offer(s) as determined by the City may be posted to the City's web site up to five days prior to City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of Contractor and/or City. City shall not be penalized or adversely affected for exercise of its termination rights. Further, City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form CS-P201 (B), the Offeror certifies:
 - A. The submission of the vendor's proposal offer response did not involve collusion or other anti-competitive practices.
 - B. City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
 - i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
 - ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this contract for convenience with 30 days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Lisa Goodman
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.
- The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.
43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery:** Delivery is an important consideration and shall be considered a material factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Offeror must expressly state any variations in delivery time by item.
7. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
8. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.

9. **Price Adjustment:**

- A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
 - D. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
10. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
11. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.
12. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.
13. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
14. **Samples Upon Request - 72 Hours:** Samples of items, when requested, must be submitted within seventy-two (72) hours. Unless otherwise specified by the City Procurement Office, samples will be furnished at no expense to the City. Samples must be identified as to supplier, manufacturer, part number, model number, type, grade and applicable stock number. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.
15. **Current Products:** All offers made in response to this Request for Proposal shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

16. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
17. **Inventory:** The City has an ongoing requirement for the material indicated in this Request for Proposal. It is an express condition of the award that Contractor shall maintain reasonable stock on hand for immediate delivery to the City. Failure to maintain such stock may result in termination of the Contract.
18. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
19. **Insurance:**
- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.
 - B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute to it.
 - F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect City.
 - G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. Copies of Policies. City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. City of Tempe shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
20. Payments - After Acceptance of Delivery: Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.
21. Sub-Contractor(s): The City of Tempe reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

Scope of Work

The City of Tempe ("City") is issuing this Request for Proposal ("RFP") to establish a one (1) year contract with renewal options to purchase employee uniforms. The City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City.

The majority of the uniforms obtained through this contract will be for the City's annual replacement program for employee uniforms (primarily ordered between July and October). All other uniform purchases made during the contract year will be in relatively small quantities for newly hired employees.

The City has established standardized uniforms to be worn by its employees. All uniform items offered must be compatible with the City's specified uniform garments in regards to color, design, fabric and durability. Product substitution due to discontinuance, etc., or new items must be submitted in writing to the Procurement Officer for approval by the designated Uniform Program Administrators.

Uniform Program

The uniform program requires the Contractor to have a local uniform facility where City employees may order and/or try on uniforms sold by the Contractor. The Contractor must also provide samples of uniforms in every size to the City departments, within 72 hours upon request. These samples will be used by the majority of employees to determine fit. Samples will be returned to the Contractor or purchased by the City.

Ordering and Invoicing Instructions

In order to facilitate internal control and accounting, City Divisions will order uniforms and must be invoiced separately. Monthly invoices must be segregated by City Division and Department number and mailed or delivered directly to the City Division. For most materials, there will be between three (3) and six (6) ordering divisions. At the time an order is placed, the Contractor must obtain the employee name, division, department, and cost center number for each City employee making a uniform purchase.

Invoices shall include:

1. Listing of All Delivery/Pick-up Receipt Numbers Being Invoiced
2. Total Cost per Item
3. Applicable Tax
4. Contract Number
5. Employee Name
6. Division
7. Department

A uniform purchase must be filled within thirty (30) calendar days after receipt of order and Contractor must notify the City representative when order will be delivered or ready for pick-up. The Contractor will not invoice the City for any order until the merchandise has been picked-up or delivered and signed for by the City employee.

The Contractor's local facility or uniforms must be within the Phoenix Metropolitan area. Offerors with facilities closest to Tempe will be scored higher in regards to location during evaluation.

If the uniforms being offered in this RFP are different than the brand indicated in the specifications, samples must be available to the evaluation committee within 72 hours of request. Any alternate brands must meet the minimum specifications of the proposal. All uniform items shall be "first" in quality.

City employees may exchange incorrect uniform items for correct uniforms of the same type. Cash refunds, non-contract items, or gift certificates will not be issued in lieu of the correct uniform items. Uniform items shall not be exchanged for sizes other than for the City of Tempe employee who makes the exchanges.

Orders will be sent electronically or faxed or hand delivered by authorized City representatives.

City of Tempe employees may also privately purchase additional uniform items at City contract prices. The City will not pay for privately purchased items. Payment shall be made by the ordering employee.

Warranty

Offeror shall include a complete warranty statement for all items being offered with proposal response.

Contractor shall provide and coordinate the return and exchange of incorrect or unacceptable uniform items for acceptable items during the warranty period. Such exchanges will take place at either the City work site or Contractor's local facility as determined by the designated City Uniform Administrators.

Emblems

The Contractor will be responsible for the following:

- Sew City emblems on work shirts, jackets and coveralls as specified within this RFP.
- Embroider the Tempe logo on the front of the cap, unless otherwise specified (exception: Mesh caps will require silk screening).
- Embroider polos on the left chest.
- Silk screen windbreakers and t-shirts on the left chest.
- Silk screen or embroider emblem on sweatshirts on left chest.

The City will furnish the artwork.

Packaging

All articles (i.e. shirts, pants, etc.) that an employee receives are to be packaged in one individual package or box and labeled outside with the employee's name and Division. A separate packing list will be provided for each employee's uniforms and each employee's uniforms will be billed on a separate invoice by Division.

Delivery

All orders must be delivered to the City Division placing the order

Specifications

The below garments will be quality workmanship, double stitched and reinforced in points of stress to insure that each garment will be adequate to withstand normal wear and tear.

In some instances City Divisions, such as the TCA, will substitute the COT patch/logo with their specific logo for application.

Items

1. **T-Shirt, Short Sleeve, with Pocket:** 100% cotton, pre-shrunk, heavy-duty, minimum weight – 5 ½ oz. per square yard. Crew neck with pocket on left front side. Colors – light blue, royal blue, bright orange.

Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item

City of Tempe
(Department Name)

Optional screen printed second logo on sleeve or on front of shirt. Priced as an option on the Price Sheet.

- 1a. **T-Shirt, Short Sleeve, without Pocket:** 100% cotton, pre-shrunk, heavy-duty, minimum weight – 5 ½ oz. per square yard. Crew neck without pocket on left front side. Colors – light blue, royal blue, bright orange.

2. **T-Shirt, Long Sleeve, with Pocket:** 100% cotton, pre-shrunk, heavy-duty, minimum weight – 5 ½ oz. per square yard. Crewneck with pocket on left front side. Colors – ash grey, royal blue, bright orange, white.

Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.

City of Tempe
(Department Name)

Optional screen printed second logo on sleeve or on front of shirt. Priced as an option on the Price Sheet.

3. **Henley T-Shirt, Short Sleeve, with Pocket:** 100% cotton, pre-shrunk, heavy-duty, minimum weight – 5 ½ oz. per square yard. Crew neck with pocket on left front side. Colors – light blue, royal blue, navy blue, bright orange, white, black and ash grey.

Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item

City of Tempe
(Department Name)

Optional screen printed second logo on sleeve or on front of shirt. Priced as an option on the Price Sheet.

4. **Henley T-Shirt, Long Sleeve, with Pocket:** 100% cotton, pre-shrunk, heavy-duty, minimum weight – 5 ½ oz. per square yard. Crewneck with pocket on left front side. Colors – ash grey, royal blue, bright orange, white, light blue, navy blue and black.

Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.

City of Tempe
(Department Name)

Optional screen printed second logo on sleeve or on front of shirt. Priced as an option on the Price Sheet.

5. **Work Shirt, Short Sleeve, Blend:** 65% polyester/35% cotton, permanent press, wash and wear, minimum weight – 4 ¼ oz. per square yard. All shirt fasteners shall be high quality non-metallic buttons, color to match body fabric, no metal snaps. Button collar. Collar and cuffs lined, stitched down style with front facing. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price for patches is to be included in unit price of item.

6. **Work Shirt, Long Sleeve, Blend:** 65% polyester/35% cotton, permanent press, wash and wear, minimum weight – 4 ¼ oz. per square yard. All shirt fasteners shall be high quality non-metallic buttons, color to match body fabric, no metal snaps. Button collar. Collar and cuffs lined, stitched down style with front facing. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item.

7. **Work Shirt, Extra Long, Long Sleeve, Blend:** 65% polyester/35% cotton, permanent press, wash and wear, minimum weight – 4 ¼ oz. per square yard. All shirt fasteners shall be high quality non-metallic buttons, color to match body fabric, no metal snaps. Button collar. Collar and cuffs lined, stitched down style with front facing. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item.

8. **Work Shirt, Short Sleeve, 100% Cotton:** Pre-shrunk, minimum weight – 7 oz. twill per square yard. Lined collar and cuffs, stitched down fronts, button at neck. Fasteners color to match body fabric, no metal snaps. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item.

9. **Work Shirt, Long Sleeve, 100% Cotton:** Pre-shrunk, minimum weight – 7 oz. twill per square yard. Lined collar and cuffs, stitched down fronts, button at neck. Fasteners color to match body fabric, no metal snaps. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item.

10. **Work Shirt, Extra Long, Long Sleeve, 100% Cotton:** Pre-shrunk, minimum weight – 7 oz. twill per square yard. Lined collar and cuffs, stitched down fronts, button at neck. Fasteners color to match body fabric, no metal snaps. Pockets die cut, pencil slot in left breast pocket, no flaps. Colors – blue, bright orange, white, tan.

Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item.

11. **Shirt, Denim, Short Sleeve:** 100% cotton, pre-shrunk, minimum weight – 6.5 oz denim twill. Pocket one button-thru hex style. Facing lined center front placket. Separate two piece, top stitched yoke, tailored sleeve packet, box pleat back. Colors – blue, bright orange, white, tan.

12. **Shirt, Cotton Twill:** 100% cotton twill, minimum weight – 6.0 oz twill. Two button-thru flex pocket with angled bartacks. Stitched-down front facing. Separate two piece yoke. Collar two-piece, lined, sewn-in stays. Colors – blue, bright orange, white, tan.

13. **Sweatshirt, Hooded, Full-Zip:** 50% polyester/50% cotton. Hood attached with facial drawstring closure. Hand pockets. Colors – navy blue, bright orange.

Screen printed City logo in one color (contract) on front left chest as follows: Price to be included in unit price of item.

City of Tempe
(Department Name)

14. **Sweatshirt, Hooded, Pullover:** 50% polyester/50% cotton. Hood attached with facial drawstring closure. Hand pockets. Colors – navy blue, bright orange.
- Screen printed City logo in one color (contract) on front left chest as follows: Price to be included in unit price of item.
- City of Tempe
(Department Name)
15. **Sweatshirt, No Hood, Pullover:** 50% polyester/50% cotton. Colors – navy blue, bright orange.
- Screen printed City logo in one color (contract) on front left chest as follows: Price to be included in unit price of item.
- City of Tempe
(Department Name)
16. **Windbreaker, Lined:** Nylon, zip-up front or color coordinated snaps. Water resistant. Drawstring waist. Hand pockets. Lightly-lined. Colors: navy blue, bright orange.
- Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.
- City of Tempe
(Department Name)
17. **Windbreaker, Reflective, Lined:** Light weight 100% polyester with tricot lining. ANSI Class 3 compliant. 2” silver reflective tape over the shoulders and around the chest. Snap front closure. Two front patch pockets. Drawstring waist. Color: bright orange with silver reflective tape.
- Screen printed City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.
- City of Tempe
(Department Name)
18. **Jacket, Denim:** 100% cotton, heavy weight, button snap front closure and cuffs. Convertible collar. Front pockets with pencil slot in left breast pocket w/flaps, button snap style. Unlined. Waist length. Color: blue
- Logo and division patches to be sewn on. Price to be included in unit price of item.
19. **Work Jacket, Lined:** 65% polyester/35% cotton, waist length jacket, permanent lined, wash and wear, Solid brass zipper front, two button adjustable cuffs, two lower inset slash pockets and patch pockets on chest, left chest to have pencil slot, lapel type color. Colors: navy blue, brown.
20. **Work Jacket, Removable Lining:** 65% polyester/35% cotton, minimum weight 7.5 oz. twill, solid team jacket, removable lining, industrial wash, mid length, 100% polyester rib knit collar and wristbands, solid brass zipper front, welted inset slash pockets and utility pocket on left sleeve. Color: navy blue.
21. **Chore Coat, Hip Length:** Stone washed denim, minimum weight – 14 oz. per square yard, hip length, fully lined, full jacket pockets on front, front zipper closure with snap close storm flap, collar and storm cuffs. Color – indigo.
- Logo and division patches to be sewn on. Price for patches to be included in unit price of item.

22. **Coveralls:** One piece, zipper front, long sleeves, minimum weight – 7 ½ oz. per square yard. 65% polyester/35% cotton blend, wash and wear, two patch hip pockets, front chest pockets and two swing front pockets. Colors: navy blue, brown, bright orange.
23. **Work Pants:** 65% polyester/35% cotton blend, permanent press, wash and wear, minimum weight – 7 ½ oz. per square yard, solid brass zipper fly, full belt loops, front swing pockets. Colors – navy blue, brown.
24. **Work Shorts:** 65% polyester/35% cotton blend, permanent press, wash and wear, minimum weight – 7 ½ oz. per square yard, solid brass zipper fly, full belt loops, front swing pockets, inseam 10" to 13".. Colors – navy blue, brown.
25. **Cargo Shorts:** Pre-shrunk, minimum weight – 7 oz. twill per square yard. Zipper fly, flat front style, cargo style, full belt loops, stayed down pockets, inseam 10 to 13". Colors – navy blue, khaki, stone.
26. **Shorts, Denim:** 100% cotton, minimum weight – 14 oz. per square yard, flat front style, relaxed fit, solid brass zipper fly, inseam 10" to 13". Color – indigo blue.
27. **Polo Shirt, Tempe Logo Only, Blend, Hemmed Sleeve:** 60% cotton/40% polyester, short sleeve knit shirt with left chest pocket, hemmed sleeve and rib knit collar. Colors: white, black, navy blue, blue, royal blue, ash grey, pine green, bright orange.

Embroidered City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.

City of Tempe
(Department Name)

or

- 27a. **Polo Shirts, City and Public Works logo as follows:** : 60% cotton/40% polyester, short sleeve knit shirt with left chest pocket, hemmed sleeve and rib knit collar. Colors: white, black, navy blue, blue, royal blue, ash grey, pine green, bright orange.

Embroidered City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.

City of Tempe
(and embroidered in four (4) colors on right sleeve)
Public Works Logo
(artwork will be provided by City)

28. **Polo Shirt, Tempe Logo Only, 100% Cotton:** Minimum weight – 7 oz. per square yard, pre-shrunk, short sleeve with left chest pocket, rib knit collar. Colors: white, black, navy blue, blue, royal blue, ash grey, pine green, bright orange.

Embroidered City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.

City of Tempe
(Department Name)

or

- 28a. **Polo Shirts, Tempe and Public Works logo as follows:** Minimum weight – 7 oz. per square yard, pre-shrunk, short sleeve with left chest pocket, rib knit collar. Colors: white, black, navy blue, blue, royal blue, ash grey, pine green, bright orange.
- Embroidered City logo in one color (contract) above front pocket as follows: Price to be included in unit price of item.
- City of Tempe
(and embroidered in four (4) colors on right sleeve)
Public Works Logo
(artwork will be provided by City)
29. **Baseball Cap:** Seamless front panel, 65% cotton / 35% polyester and 100 % cotton, adjustable strap, adult size, Colors: navy, beige with blue bill, grey with black bill
- Embroidered City logo in one color (contrast) on front of cap unless otherwise specified. Logo will be provided by the City. Price to be included in unit price of item.
30. **Baseball Cap:** Seamless front panel, 100% polyester and 100% cotton, front with adjustable strap, 100% nylon mesh backing and matching color sweatband, Colors: navy, blue and other colors as available.
- Embroidered City logo in one color (contrast) on front of cap unless otherwise specified. Logo will be provided by the City. Price to be included in unit price of item.
31. **Baseball Cap:** Seamed front panel, 65% cotton / 35% polyester and 100% cotton, adjustable strap, adult size, Colors: navy, beige with blue bill, grey with black bill.
32. **Outback Hat:** 3" Brim, 100% Cotton, Color: natural, navy, any other available colors.
33. **Patches:** 4 ¼" long X 2" wide. Background material to be white in color with finished bead edge around each patch. Lettering color to be PMS 425. Include cost of patches in unit cost of items specified with patch.

Proposal Questionnaire

Please provide the following information which will be used by the evaluation committee to determine a contract award.

1. Please state nearest local outlet store that will administer the contract with the City.

1715 W. 4th St. Tempe AZ 85281 Julie Breazeale 480-967-7015
Address Contact Phone

2. Do the products you intend to supply meet or exceed the specifications without modification of the standard manufacturer's specifications?

Yes ☒ No ☐

If no, please explain exceptions- _____

3. Please state warranties for each item bid We will gladly replace, repair or credit for damaged goods as a result of poor manufacturing or decoration done in-house.

4. What is your promised delivery time for uniform items after employee measurements have been taken and order placed by the City? (City measurements are projected to occur between July through October.

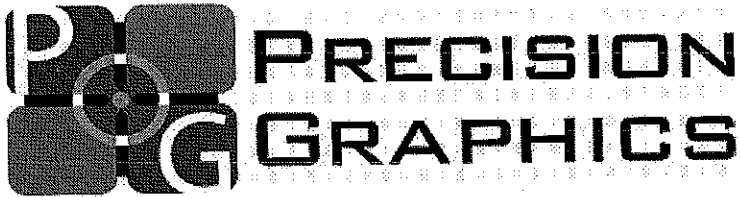
21 Days

5. Provide a brief history of your firm. Include resumes of the key personnel to be assigned to the contract.

A Hatched

6. List three references to which you provide similar products and services. List company names, contact names and phone numbers.

Department of Military Affairs Bob Hanke 480-988-4100 x240
City of Tempe Richard King 480-350-5249
City of Tempe Police Jeff Kendall 480-858-2259
Drug Enforcement Administration Mike Caffrey 602-664-594



Primary Representatives for Precision Graphics Assigned to Work:

Administration:

Name:	Julie Breazeale	Telephone Number:	480-967-7015
Fax Number:	480-921-9011	E-Mail Address:	Julie@azprecisiongraphics.com
Job Responsibilities:	Oversee jobs from data entry to production and ending with shipment	Supervise administration	

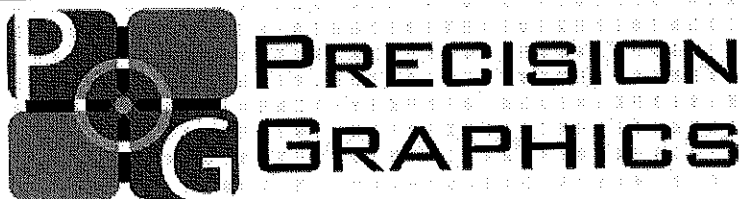
Name:	Kylie Bollinger	Telephone Number:	480-967-7015
Fax Number:	480-921-9011	E-Mail Address:	kylie@azprecisiongraphics.com
Job Responsibilities:	Data Entry, billing, purchasing		

Production Representative:

Name:	Chris Breazeale	Telephone Number:	480-967-7015
Fax Number:	480-921-9011	E-Mail Address:	chris@azprecisiongraphics.com
Job Responsibilities:	Production of goods with printing, packaging and shipping	28 years experience in printing industry	

Graphic Design Representative:

Name:	Antone Begay	Telephone Number:	480-967-7015
Fax Number:	480-921-9011	E-Mail Address:	artroom@azprecisiongraphics.com
Job Responsibilities:	Create new layouts, names logos for approval	Degree in Graphic Design	



1715 W. 4th Street
Tempe, AZ 85281
Ph: 480-967-7015
Fax: 480-921-9011

Precision Graphics

Have a deadline? We perform miracles.

Our motto for the last 28 years in Tempe, Arizona

Our number one goal is outperforming our customer's expectations. Precision Graphics' dedicated tenured staff pays special attention to details from the time the order comes in to the time it leaves. Part of our goal in producing the highest quality is investing in the best machinery in the industry. This machinery includes automated screen printers with 12 color capacity and several multi-head embroidery machines. These machines are key to being the best. Our on-staff graphics department not only has the highest computer technology and the latest cutting edge graphic's programs, but also has the equipment to perform precise registration to output your artwork to print and embroidery. Therefore, our turnaround time on artwork approval is minimal. This all means reduced costs, fewer errors, faster output and 100% satisfaction, all the time. Precision Graphics is also fully connected with our customers either through our location in Tempe, via fax, telephone, email and even on the web @ www.azprecisiongraphics.com

KEY PROFILE:

YEARS IN BUSINESS:

LOCATION:

SIZE OF LOCATION:

TELEPHONE:

TOLL-FREE:

FAX:

EMAIL:

WEBSITE ADDRESS:

PRODUCTS OFFERED:

Precision Graphics

28 YEARS

1715 W. 4TH ST., TEMPE, AZ 85281

APPROXIMATELY 9000 SQUARE FEET

PRODUCTION FACILITY

480-967-7015

877-967-7015

480-921-9011

JULIE@AZPRECISIONGRAPHICS.COM

WWW.AZPRECISIONGRAPHICS.COM

**APPAREL, PROMOTIONAL ITEMS, PRINT,
EMBROIDERY, ENVIRONMENTALLY FRIENDLY
DIGITAL PRINTING**

www.azprecisiongraphics.com

7. Do you require a minimum order quantity?

Yes _____ No ☒

If yes, for which items and what is the minimum amount?

8. Occasionally, the City has employees that require the following sizes (5X and waists 27" to 29" and 50"). Please indicate which items proposed are available in these sizes.

28, 28a,

9. List all proposed items available in 2X, 3X, 4X and/or 5X. Indicate any additional charge for the larger sizes on the price sheet.

Tri Mountain #28, #27, 5-20

10. List all proposed items available in extra long length or with extra long sleeves. Indicate any additional charge for the larger sizes on the price sheet

Tri Mountain #28

11. List all proposed items available in 44 or larger in waist. Indicate any additional charge for the larger sizes on the price sheet.

5-20, 27 & 28

Proposal Checklist for Submittals

- _____ One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- _____ Five (5) copies of your submittal have been included.
- _____ Proposal Questionnaire and all supporting documentation has been completed and included.
- _____ Price Information completed and included.
- _____ Any addenda have been included.

Evaluation Criteria

Award Criteria	Weight	X	Rating	=	Points
1. Quality of Clothing Proposed / Conformance to Specifications/Warranty	<u>6</u>	X	_____	=	_____
2. Pricing	<u>6</u>	X	_____	=	_____
3. Qualifications of Firm and Key Personnel/Facility location and ability to offer local support	<u>5</u>	X	_____	=	_____
4. Delivery Time	<u>5</u>	X	_____	=	_____
5. References / Experience with the City	<u>4</u>	X	_____	=	_____
6. Completeness of Proposal / Acceptance of Terms and Conditions	<u>2</u>	X	_____	=	_____
Total					= _____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	7
	6
Good	5
	4
Average	3
	2
Poor	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	T-Shirt, Short Sleeve, with Pocket <u>Port and Company PC61P</u> Manufacturer / Model #	515	Each	\$ <u>5.38</u>	\$ <u>2770.70</u>
1a.	T-Shirt, Short Sleeve, No Pocket <u>Port and Company PC61</u> Manufacturer / Model #	200	Each	\$ <u>4.28</u>	\$ <u>856.00</u>
2.	T-Shirt, Long Sleeve, with Pocket <u>Hanes 5596</u> Manufacturer / Model #	340	Each	\$ <u>6.98</u>	\$ <u>2373.20</u>
3.	Henley T-Shirt, Short Sleeve, with Pocket <u>Carhartt K84</u> Manufacturer / Model #	100	Each	\$ <u>16.86</u>	\$ <u>1686.00</u>
4.	Henley T-Shirt, Long Sleeve, with Pocket <u>Carhartt K128</u> Manufacturer / Model #	100	Each	\$ <u>20.78</u>	\$ <u>2078.00</u>
5.	Work Shirt, Short Sleeve, Blend <u>Red Kap SP24</u> Manufacturer / Model #	100	Each	\$ <u>21.78</u>	\$ <u>2178.00</u>
6.	Work Shirt, Long Sleeve, Blend <u>Red Kap SP14</u> Manufacturer / Model #	100	Each	\$ <u>23.28</u>	\$ <u>2328.00</u>
7.	Work Shirt, Extra Long, Long Sleeve, Blend <u>Red Kap Long SP14</u> Manufacturer / Model #	5	Each	\$ <u>27.28</u>	\$ <u>136.40</u>
8.	Work Shirt, Short Sleeve, 100% Cotton <u>Red Kap SC40</u> Manufacturer / Model #	10	Each	\$ <u>29.80</u>	\$ <u>298.00</u>
9.	Work Shirt, Long Sleeve, 100% Cotton <u>Red Kap SC30</u> Manufacturer / Model #	75	Each	\$ <u>32.78</u>	\$ <u>2458.50</u>

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
10.	Work Shirt, Extra Long, Long Sleeve, 100% Cotton <u>Red Kap SC30 Long</u> Manufacturer / Model #	5	Each	\$ <u>37.78</u>	\$ <u>188.90</u>
11.	Shirt, Denim, Short Sleeve <u>Red Kap SD64</u> Manufacturer / Model #	100	Each	\$ <u>29.98</u>	\$ <u>2998.00</u> 2998.00
12.	Shirt, Cotton Twill <u>Red Kap SC30</u> Manufacturer / Model #	100	Each	\$ <u>29.98</u>	\$ <u>2998.00</u> 2998.00
13.	Sweatshirt, Hooded, Zipper <u>Gildan 18600</u> Manufacturer / Model #	75	Each	\$ <u>16.68</u>	\$ <u>1251.00</u>
14.	Sweatshirt, Hooded Pullover <u>Gildan 18500</u> Manufacturer / Model #	50	Each	\$ <u>12.05</u>	\$ <u>602.50</u>
15.	Sweatshirt, No Hood, Pullover <u>Gildan 18000</u> Manufacturer / Model #	30	Each	\$ <u>8.78</u>	\$ <u>263.40</u>
16.	Windbreaker, Lined <u>Augusta 3100</u> Manufacturer / Model #	50	Each	\$ <u>18.98</u>	\$ <u>949.00</u>
17.	Windbreaker, Reflective, Lined <u>NO Bid</u> Manufacturer / Model #	15	Each	\$ _____	\$ _____
18.	Jacket, Denim <u>Port Authority J762</u> Manufacturer / Model #	15	Each	\$ <u>36.78</u>	\$ <u>551.70</u>
19.	Work Jacket, Lined <u>Dickies TJ15</u> Manufacturer / Model #	15	Each	\$ <u>39.98</u>	\$ <u>599.70</u>

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
20.	Work Jacket, Removable Lining <u>Dickies JT75</u> Manufacturer / Model #	15	Each	\$ <u>32.99</u>	\$ <u>494.85</u>
21.	Chore Coat, Hip Length <u>Dickies 77293</u> Manufacturer / Model #	12	Each	\$ <u>58.99</u>	\$ <u>707.88</u>
22.	Coveralls <u>Dickies 4870</u> Manufacturer / Model #	5	Each	\$ <u>52</u>	\$ <u>260</u>
23.	Work Pants <u>Red Kap PT56</u> Manufacturer / Model #	30	Each	\$ <u>21.68</u>	\$ <u>650.40</u>
24.	Work Shorts <u>Red Kap PT34</u> Manufacturer / Model #	30	Each	\$ <u>21.68</u>	\$ <u>650.40</u>
25.	Cargo Shorts 10" <u>Red Kap PC66</u> Manufacturer / Model #	30	Each	\$ <u>26.68</u>	\$ <u>800.40</u>
25a.	Cargo Shorts 13" <u>No Bid</u> Manufacturer / Model #	30	Each	\$ _____	\$ _____
26.	Shorts, Denim, 10" <u>No Bid</u> Manufacturer / Model #	20	Each	\$ _____	\$ _____
26a.	Shorts, Denim, 13" <u>No Bid</u> Manufacturer / Model #	20	Each	\$ _____	\$ _____
27.	Polo Shirt, Tempe Logo Only, Blend, Hemmed Sleeve <u>Jerzees 436mp</u> Manufacturer / Model #	200	Each	\$ <u>14.58</u>	\$ <u>2916.00</u>

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
27a.	Polo Shirt, Tempe and Public Works Logo, Blend <u>Port Authority K500P</u> Manufacturer / Model #	100	Each	\$ <u>19.28</u>	\$ <u>1928.00</u>
28.	Polo Shirt, Tempe Logo Only, 100% Cotton <u>Tri Mountain 169</u> Manufacturer / Model #	100	Each	\$ <u>18.68</u>	\$ <u>1868.00</u>
28a.	Polo Shirt, Tempe and Public Works Logo, 100% Cotton <u>Tri Mountain 169</u> Manufacturer / Model #	100	Each	\$ <u>21.78</u>	\$ <u>2178</u>
29.	Baseball Cap, Blend, Seamless Front Panel <u>Mission 26103</u> Manufacturer / Model #	10	Each	\$ <u>8.68</u>	\$ <u>86.80</u>
30.	Baseball Cap, Cotton, Seamless Front Panel <u>Otto 32-565</u> Manufacturer / Model #	30	Each	\$ <u>8.68</u>	\$ <u>260.40</u>
31.	Baseball Cap, Blend, Seamed Front Panel <u>Port Authority C608</u> Manufacturer / Model #	25	Each	\$ <u>2.78</u>	\$ <u>69.50</u>
32.	Outback Hat <u>Port Authority HCF</u> Manufacturer / Model #	40	Each	\$ <u>6.58</u>	\$ <u>263.20</u>
33.	Patches	500	Each	\$ <u>1.95</u>	\$ <u>975</u>
				Total	\$ <u>35737.79</u>
					<u>41,673.83</u>

Additional charge for XXL or 44 & up waist

T-Shirts	\$ <u>4</u>
Work Shirts	\$ <u>4</u>
Sweatshirts	\$ <u>4</u>
Windbreakers	\$ <u>4</u>
Jackets	\$ <u>4</u>
Polo Shirts	\$ <u>4</u>

Pricing Section

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	EST QTY	UNIT	UNIT PRICE	EXTENDED PRICE
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Additional charge for 3X, 4X, 5X

T-Shirts	\$ <u>2, 3, 4</u>
Work Shirts	\$ <u>4, 5, 6</u>
Sweatshirts	\$ <u>2, 3, 4</u>
Windbreakers	\$ <u>4, 5, 6</u>
Jackets	\$ <u>4, 5, 6</u>
Polo Shirts	\$ <u>2, 3, 4</u>

Additional charge for extra long length

T-Shirts	\$ <u>N/A</u>
Work Shirts	\$ <u>Listed in Bid</u>
Sweatshirts	\$ <u>N/A</u>
Windbreakers	\$ <u>↓</u>
Jackets	\$ <u>↓</u>
Polo Shirts	\$ <u>↓</u>

Additional charge for extra long sleeve

T-Shirts	\$ <u>N/A</u>
Work Shirts	\$ <u>Listed in Bid</u>
Sweatshirts	\$ <u>N/A</u>
Windbreakers	\$ <u>↓</u>
Jackets	\$ <u>↓</u>
Polo Shirts	\$ <u>↓</u>

Optional Screening, Embroidery and Patches:

Charge for embroidering emblem (in lieu of screen printing) \$ 2.85

Charge for embroidering emblem \$ 3.85

Charge for screen printing emblem \$ 2.50

Charge for sewing patches \$ 5 each patch

Percentage Discount off additional items not listed

2010 Apparel and Accessories 12 % Off
Catalog Name and Date

_____% Off
Catalog Name and Date

* Applicable Tax 8.1 %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Pricing Section

Less prompt payments discount terms of X% Xdays/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Cecilia Miller	Letters A-E
Ramona Zapien	Letters F-O
Candace Duke	Letters P-Z

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Issue Date: | January 27, 2010

This addendum will modify and/or clarify: Solicitation No.: | 10-058

and is Addendum No. | 2

Procurement Description: | Employee Uniforms

Changes should be made as follows:

The following questions were received and answers given as a result of this RFP. **No further inquiries will be allowed.**

1. The estimated quantities for denim and twill shirts are missing from the bid document (lines 11 & 12). Can you please provide them?

Estimated annual quantities for both of these are 100 each.

2. Is it mandatory to bid for all items from the list?

No, however it is desirable for the City to only have one company for complete orders.

3. Can you provide images and/or embroidery details of the Logo patch and Division patch?

Pictures and/or scans of some of the patches, embroidery and screen printing are included as an attachment to this addendum.

4. What would be the minimum order quantity per line item in a single PO?

The line item and quantity will vary per a single PO. Offerors may submit quantity exceptions.

5. Please confirm that the sleeves for items 11, 12, 13, 14 and 15 (twill shirts, denim shirts, sweatshirts and windbreakers) are long sleeves.

Item 11 is short sleeve. Items 12, 13, 14 and 15 are long sleeve.

6. For items 27 and 28 (polo shirts), please advise which knit structure to follow – jersey or pique?

Acceptable manufacturers, as long as their product meets the specifications, may include Port Authority, Jerzees, Hanes, Fruit of the Loom, Gildan, Blue Generation, Anvil, Outerbanks, Crystal Springs and similar. Offerors may provide pricing for both knit structures but must specify jersey or pique for an apples to apples comparison. The City doesn't have a preference for either. Looking for industry standard material that will be of quality workmanship and adequate to withstand normal wear and tear.

7. Is the 10" and 13" the inseam length for the cargo shorts and denim shorts?

Yes this is the inseam length.

8. Can we bid our own branded goods and certain items?

Yes as long as they meet the specifications.

9. What is the sleeve length of items 27 and 27a since it is not mentioned in the detail?

Acceptable manufacturers, as long as their product meets the specifications, may include Jerzees, Hanes, Fruit of the Loom, Gildan, Blue Generation, Anvil, Outerbanks, Crystal Springs and similar. Industry standards for sleeve length. Offerors may provide exceptions to standard lengths, but any exceptions are to be clearly identified.

10. Will you provide us color standards or PMS numbers or can we use the colors being used by the Industry?

Standard colors used by the City include, but should not be limited to:

<i>T-shirts:</i>	<i>light blue, royal blue, orange, ash grey, and white</i>
<i>Workshirts:</i>	<i>blue, orange, white and tan</i>
<i>Sweatshirts:</i>	<i>navy and orange</i>
<i>Jackets:</i>	<i>denim, navy, and brown</i>
<i>Coveralls:</i>	<i>navy, brown, and orange</i>
<i>Dickie pants:</i>	<i>blue and brown</i>
<i>Dickie shorts:</i>	<i>blue and brown</i>
<i>Cargo shorts:</i>	<i>khaki, stone, and navy</i>
<i>Polos:</i>	<i>white, black, navy blue, blue, ash grey, pine green, royal blue, and orange</i>
<i>Caps:</i>	<i>blue, beige/blue, grey/black</i>
<i>Outback hat:</i>	<i>natural</i>

11. When do we need to submit samples? Can we submit when asked after we get awarded?

Samples of every size are to be provided to the City within 72 hours of request after contract award. Any samples requested by the City for evaluation purposes shall be provided to the City within 72 hours of request.

12. In case of items like 1, 1a, 2, 3, 4, 27, 27a, 28, and 28a there is no description about the fabric. Is it "Jersey Fabric"?

Acceptable manufacturers, as long as their product meets the specifications, may include Port Authority, Jerzees, Hanes, Fruit of the Loom, Gildan, Blue Generation, Anvil, Outerbanks, Crystal Springs and similar. Looking for industry standard material that will be of quality workmanship and adequate to withstand normal wear and tear.

13. For Item 1 T-Shirt, short sleeve, with pocket – estimated units 515, Does it mean that you want 515 units in each of the colors light blue, royal blue, bright orange? Or does it mean that you want to divide 515 in all the 3 colors which mean each color will be 171 units approximately?

The estimated quantity represents the approximate number of items that may be purchased for the line item based on historical purchases. Quantity per color may vary.

Staff eligible for shirts will order depending on division's colors.

14. There are some styles that have screen print or logo patch but there are some styles like 6 and 7 work shirts that do not require either. Is this correct?

Items 6 & 7 require patches – Page 26 specifies under each work shirt specification a separate line which reads "Logo patch and division patch to be sewn on each shirt. Price to be included in unit price of item."

15. In the specifications for line items 3 and 4, Henley shirts, are the henleys with or without a collar?

The Henley shirts are without a collar.

16. Can you please verify that each shirt will only be screened with "City of Tempe" and "Department Name" underneath or is there an actual logo for the City of Tempe that must go with it?

There is a City of Tempe logo on the shirts. The logo appears above the department name on the front of the shirts.

17. Items 1 through 4 indicate optional screen print for a second logo on sleeve or front of shirt. Are the optional choice logos the ones posted on the website with the various Tempe logos? For these items do they get a choice of one color logo from the various Tempe logos?

Pictures and / or scans of some of the patches, embroidery and screen printing are included as an attachment to this addendum.

18. Line 33 indicates 500 patches – which patch will be needed? Lines 5 through 10 specify patches but I need to know which Tempe patch we must have on hand or if they also get a choice?

Each line item requires a patch, will have a "Tempe" patch and the others will require the department name.

Estimated Patch Count:

Tempe patch 205

Department/Division Patches

Parks 65

Golf Course 15

Traffic Operations 100

Streets 25

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Precision Graphics
NAME OF COMPANY

1715 W 4th St
ADDRESS (or PO Box)

Tempe AZ 85281
CITY STATE ZIP

Julie Breazak Owner
BY NAME (please print) TITLE

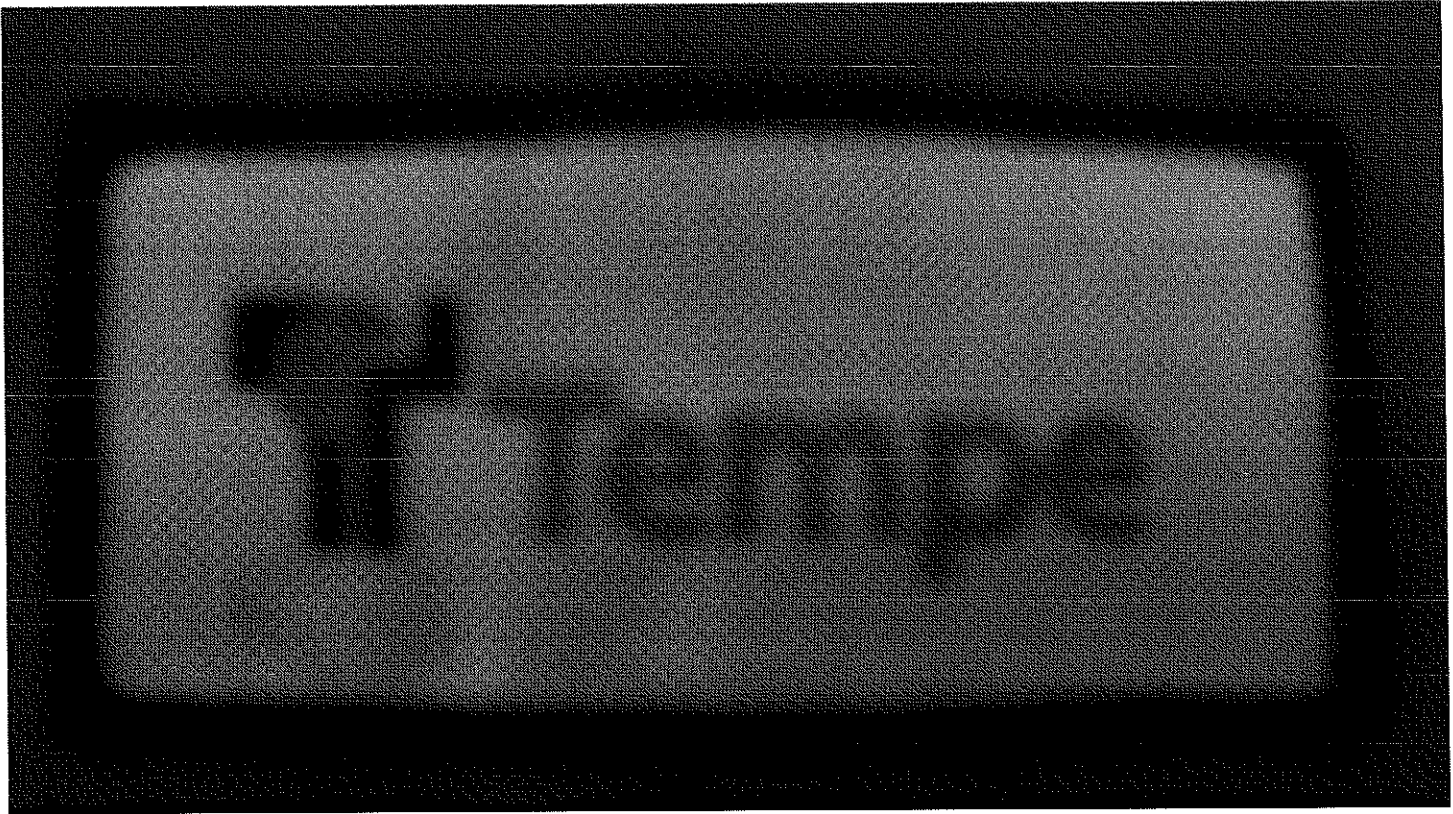
480 967 7015
TELEPHONE

[Signature]
AUTHORIZED SIGNATURE

ATTACHMENT A

Here are some sample photos of patches, embroidery and screen printing:

1. City patch on work shirt

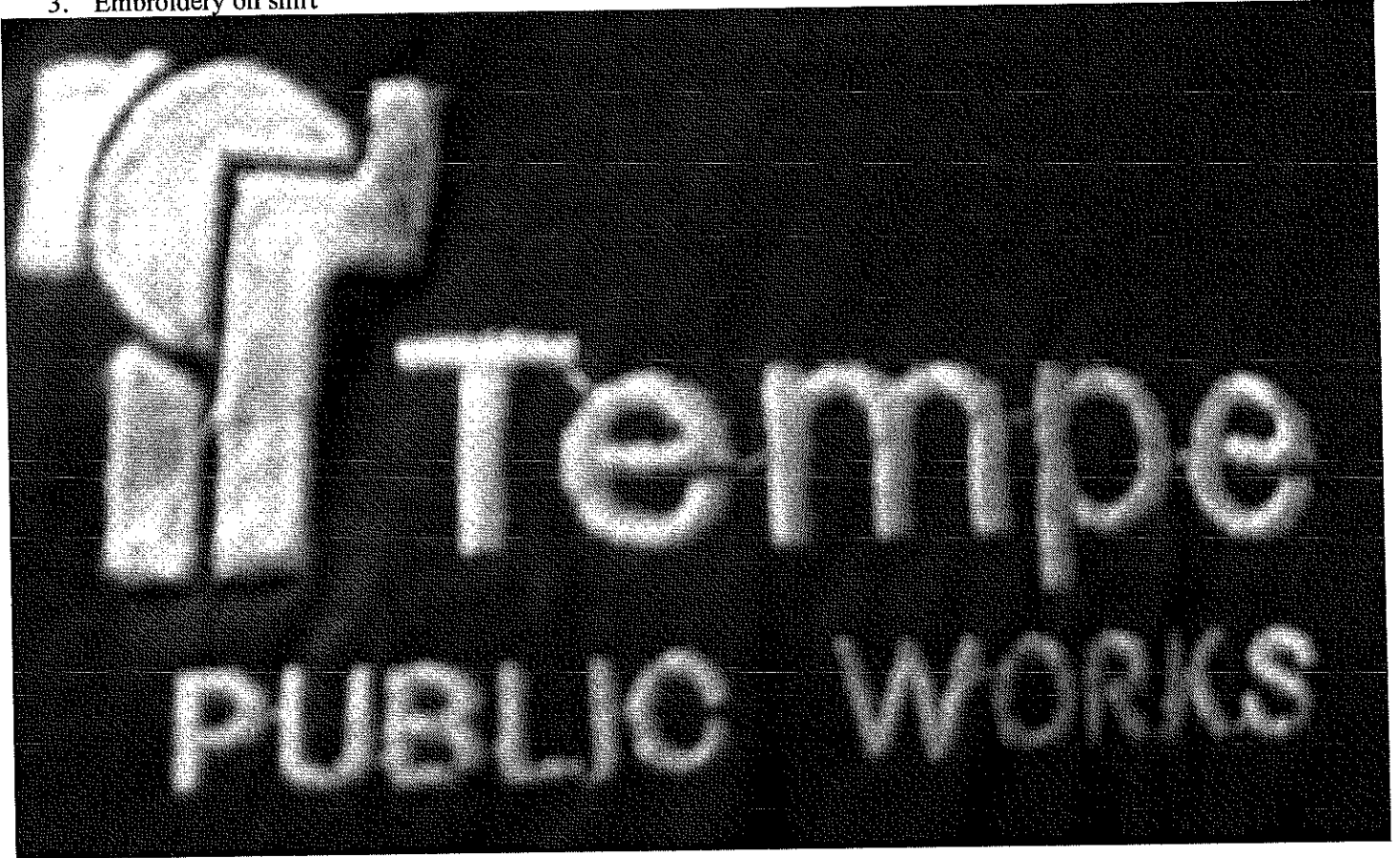


2. Division patch on work shirt



ATTACHMENT A

3. Embroidery on shirt

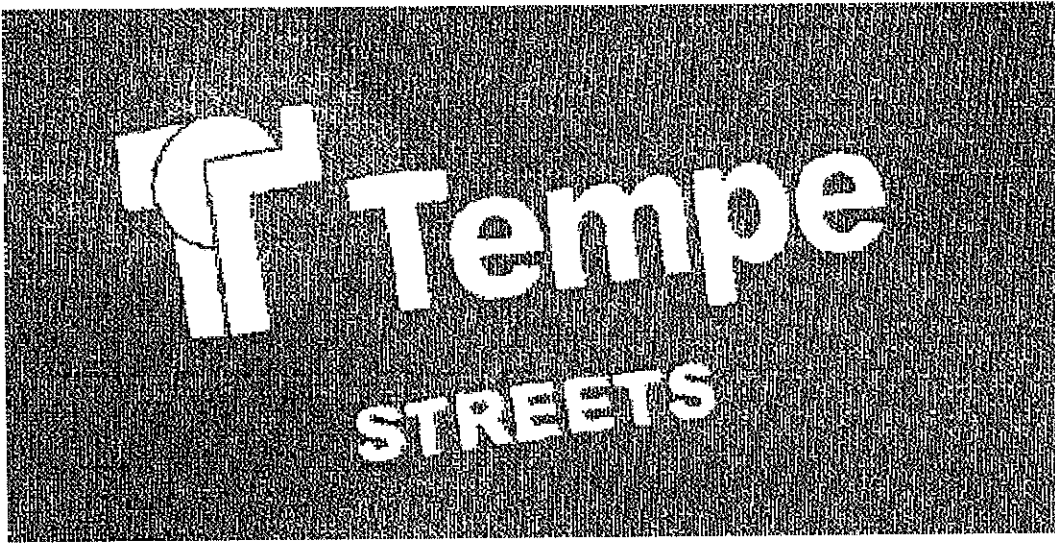


4. Screen printing on sweatshirt



ATTACHMENT A

5. Street Division Logo Screen



Addendum to Solicitation



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Issue Date: | January 19, 2010

This addendum will modify and/or clarify: Solicitation No.: | 10-058

and is Addendum No.: | 1

Procurement Description: | Employee Uniforms

Changes should be made as follows:

Change: **Proposal Due Date/Time** from Thursday, January 21, 2010, 3:00 P.M. (Local Time) to Thursday, February 4, 2010, 3:00 P.M. (Local Time)

The RFP is extended to allow for additional time to respond to the answers received.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Precision Graphics
NAME OF COMPANY

1715 W 4th St
ADDRESS (or PO Box)

Tempe AZ 85281
CITY STATE ZIP

Julie Breazeale owner
BY NAME (please print) TITLE

480 967 7015
TELEPHONE

AUTHORIZED SIGNATURE

Goodman, Lisa

From: Julie Breazeale [julie@azprecisiongraphics.com]

Sent: Tuesday, April 27, 2010 4:08 PM

To: Goodman, Lisa

Subject: Responses to Final offer RFP 09-077

Date: April 27, 2010

Attn: Lisa Goodman

City of Tempe

P. O. Box 5002

20 East Sixth Street

Tempe, AZ 85280

480-350-8324

www.tempe.gov

Financial Services

Central Services

From :

Julie Breazeale

Precision Graphics

1715 W. 4th St.

Tempe, AZ 85281

Subject: *Best and Final Offer to RFP #09-077 Employee Uniforms*

Per Your Request, My responses are following each question in bold italics:

In accordance with the City procurement rules, your firm is hereby invited to submit a Best and Final Offer

04/28/2010

to RFP #10-058 Employee Uniforms. This is your opportunity to ensure that the best possible offer has been submitted. The Best and Final offer should include responses to the following areas:

1) *Specifications* – Confirm that the items proposed by your firm meet or exceed the minimum specifications (i.e. minimum weight) contained within the RFP.

Yes.

2) *Samples* – Provide samples in a size 2X or 3X (preferred) for Items 1, 2, 6, 9, 27, 27a, 28, and 32.

I am having delivered Item 27 a Jerzees 436MP in size 3XL in navy blue along with a SP24 short sleeve Red Kap 3XL.

All other samples were requested to be shipped to you directly. Some I checked today are scheduled to arrive to you tomorrow(Wednesday 5596/Pc61P/HCF) and others a few days later (Red Kap and TriMountain).

3) *No Bid Items* – Is your firm unable to provide the items listed as No Bid? The City desires to award to a vendor that can provide all items.

We can provide Item 25a. as item 42283 Dickies Men's 8.5oz Cargo Multi-use Pocket Shorts 13" Inseam,

Price each would be \$21.18 each

We can also supply Item 25 Shorts Denim 10" as the Carhartt B184 10" Inseam as \$31

as well as the Item 26 Shorts Denim 13" as the Carhartt B165 13" Carpenter Short --as \$31. Please note the B165 is being

discontinued by Carhartt and limited supply across the country is still available on first come basis.

We can supply Item 17 with Style CSJ25 Cornerstone Windbreaker reflective PU Coating w/ Polyester Backing \$44.18 each

4) *Sizes* – Are only items 27, 28, and 5-20 available in larger sizes? Please list the sizes available to the City for each item for clarification. The City has a need for most, if not all, items in larger sizes.

Item 1- Small- 4XL, 1a- Small- 6XL

Item 2- Small - 3XL, PCLSP can be offered for 4XL

Items 3-9 Small-4XL

Items 10-12 Small- 4XL

Items 13-15 Small-3XL

Item 16 Small-3XL

Item 17-20 Small-4XL

5) *Primary Contact* – Julie Breazeale is listed as the primary contact for Precision Graphics. Will she be Tempe's contact for all orders, returns, and questions?

Rebecca Sheptin is identified as a back up person to answer any questions, enter orders, handle returns, and questions in Julie Breazeale's absence, if any.

When contacting your firm with a question or concern when can we expect a reply? ***Within 24 hours.***

6) *Item Availability* – If an item is not available when ordered, how soon will the City be notified?

Within 24 hours of the order being received.

7) *Additional Charges* – Will your firm invoice the City for any additional charges not listed in your proposal? ***No.***

8) *Delivery* – Please confirm that your firm will deliver to the ordering Division.

Yes, delivery to the ordering division is included in the orders.

9) *Delivery Time* – The City has several Divisions that will be placing orders for employee uniforms. In order to ensure that you have a full understanding of the volume and various sizes that will be ordered at one time, I have attached a sample order from one of the City's largest Division – Parks. Based on this order, can you confirm that your promised delivery of 21 days is sufficient?

Yes, 21 days is sufficient.

10) *Offer Acceptance Period* – The City request your proposal offer be valid and irrevocable for an additional sixty (60) days through June 20, 2010. Please acknowledge acceptance of this extension in your offer.

Yes, I accept this condition.

Please contact me if you have any further questions.

Thank you.

Julie Breazeale

Secretary, Corporate Officer

Precision Graphics

480-967-7015